

UNITED STATES COURT OF APPEALS
FOR THE NINTH CIRCUIT

| | | |
|---------------------------------|---|-----------------|
| NATIONAL LABOR RELATIONS BOARD | : | |
| | : | No. |
| Petitioner | : | |
| v. | : | Board Case No.: |
| | : | 28-CA-192959 |
| SW GENERAL, INC. D/B/A AMERICAN | : | |
| MEDICAL RESPONSE | : | |
| | : | |
| Respondent | : | |

JUDGMENT

THIS CAUSE was submitted upon the application of the National Labor Relations Board for the enforcement of a certain order on consent issued by it against Respondent, SW General, Inc. d/b/a American Medical Response, their officers, agents, successors, and assigns, on April 12, 2018, in Board Case No. 28-CA-192959; and upon the record in that proceeding, certified and filed in this Court enforcing the order.

ON CONSIDERATION WHEREOF, it is ordered and adjudged by the United States Court of Appeals for the Ninth Circuit that the order of the National Labor Relations Board be, and the same is hereby enforced; and that the Respondent, SW General, Inc. d/b/a American Medical Response, their officers, agents, successors, and assigns, shall abide by and perform the directions of the Board set forth in its order. (See Attached Order and Notice)

Endorsed, Judgment Filed and Entered

/s/ Molly Dwyer
Molly Dwyer
Clerk

NATIONAL LABOR RELATIONS BOARD

v.

SW GENERAL, INC. D/B/A AMERICAN MEDICAL RESPONSE

ORDER

SW General, Inc. d/b/a American Medical Response, Sun City, Arizona, its officers, agents, successors and assigns, shall

1. Cease and desist from

- (a) Failing and refusing to bargain collectively with the Union as the exclusive collective-bargaining representative of its employees in the following unit (the unit):

All full time and regular part-time EMT, EMT-I, Paramedics and Registered Nurses employed by the Respondent, excluding any on-call part-time employees, office clerical employees, guards, watchmen and supervisors as defined in the Act.

- (b) Bypassing the Union and dealing directly with its employees in the unit concerning changes in their wages, hours and other terms and conditions of employment, including by soliciting employees to change their starting locations, shifts and/or schedules.
- (c) Failing and refusing to provide the Union with requested information that is necessary for, and relevant to, the Union's performance of its duties as the exclusive collective-bargaining representative of the unit.
- (d) Making changes to the wages, hours, and other terms and conditions of employment of employees in the unit, or changes affecting the wages, hours, and other terms and conditions of employment of employees in the unit, without first notifying the Union or affording it an opportunity to bargain about this conduct and/or the effects of this conduct, including by closing stations without first affording the Union an opportunity to bargain with respect to the effects of this conduct.

- (e) Failing to continue in effect all terms and conditions of the collective-bargaining agreement with the Union without the Union's consent.
 - (f) In any like or related manner interfering with, restraining or coercing its employees in the exercise of their right to self-organization, to form labor organizations, to join or assist the Union or any other labor organization, to bargain collectively through representatives of their own choosing and to engage in other concerted activities for the purpose of collective bargaining or other mutual aid or protection, or to refrain from any and all such activities.
2. Take the following affirmative action necessary to effectuate the policies of the Act.
- (a) Within 14 days from issuance of the Board's Order, provide the Union with the following information that it requested on February 13, 2017, and March 4, 2017:
 - i. [a] copy of the Sun City contract and any memorandums of understanding, amendments or addendum;
 - ii. reports showing call volume for Sun City units over the last six months;
 - iii. copies of any and all contracts and agreements, including any addendums or modifications, between AMR (and [its] subsidiaries and affiliates) with municipalities or districts located in the impacted area(s);
 - iv. [c]all volume data for the areas impacted by the proposed posting plan showing six (6) months of data to include call dispatch time, incident location, and total response time;
 - v. [s]taffing logs for all units in the proposed posting plan for the prior six (6) months which show units in service for the impacted area(s);
 - vi. a list of all units which have been downed (e.g. not staffed due to nonapproved OT, moved to another unit, etc.) in the past six (6) months;

- vii. a copy of the current West Valley posting plan;
 - viii. a copy of the proposed West Valley posting plan; and
 - ix. a copy of the lease for station 132.
- (b) Upon request, bargain collectively with the Union as the exclusive representative of the employees in the unit, with respect to any proposed changes to the wages, hours, and other terms and conditions of employment of employees in the unit and the effects of proposed changes on the wages, hours, and other terms and conditions of employment of employees in the unit.
- (c) Limit changes or modifications to deployment plans to no more than twice per year while affording the Union contractually required notice and an opportunity to bargain with respect to this conduct.
- (d) Ensure bargaining unit members are permitted to staff units which comprise the properly negotiated deployment plan(s).
- (e) Within 14 days from issuance of the Board's Order, make whole the employees named below by crediting each with twelve (12) hours of paid time off (PTO):
- VonBrandt, Trygva; Thompson, Jason; Aldridge, Jesse;
Maloney, Dan; King, Josh; Morales, Andres; Heimborg, Erik;
Atkinson, Jennifer; Jojola, Raymond; Webster, Ron
- (f) Within 14 days of service by the Region, post at all stations and facilities where it employs employees in the unit, copies of the attached notice marked "Appendix A" in English, and any other languages deemed appropriate by the Regional Director. Copies of the notice, on forms provided by Region 28, after being signed by the Respondent's authorized representative, shall be posted by the Respondent and maintained for 60 consecutive days in conspicuous places, including all places where notices to employees are customarily posted. The Respondent will take reasonable steps to ensure that the notices are not altered, defaced or covered by any other material. In the event that, during the pendency of these proceedings, the Respondent has gone out

of business or closed any stations or facilities where it employs unit employees, the Respondent shall duplicate and mail, at its own expense, a copy of the notice to all current employees and former employees employed by the Respondent at any time since November 16, 2016.

- (g) Within 14 days of service by the Region, distribute copies of the attached notices marked "Appendix A" in English, and any other languages deemed appropriate by the Regional Director, after being signed by the Respondent's authorized representative, electronically, by email to all employees in the unit, posting on an intranet or an internet site, or other electronic means, if the Respondent customarily communicates with its employees by such means. The electronic posting shall remain posted for 60 consecutive days from the date it was originally posted. The Respondent will email the Region's Compliance Officer at cheryl.leavengood@nrlb.gov with a link to the electronic posting location on the same day as the posting. In the event that passwords or other log-on information is required to access the electronic posting, the Respondent agrees to provide such access information to the Region's Compliance Officer. If the Notice is distributed via email, the Respondent will forward a copy of the email distributed to the Regional Compliance Officer.
- (h) This stipulation is subject to the approval of the Board and, immediately upon the approval by the Board, it will be retroactively effective to the date of execution of the stipulation.
- (i) Within 21 days after service by the Region, file with the Regional Director a sworn certificate of a responsible official on a form provided by the Region attesting to the steps that the Respondent has taken to comply.

APPENDIX A

NOTICE TO EMPLOYEES

**Posted by Order of the
National Labor Relations Board
An Agency of the United States Government**

**PURSUANT TO A STIPULATION PROVIDING
FOR A BOARD ORDER AND A CONSENT JUDGMENT
OF ANY APPROPRIATE UNITED STATES COURT OF APPEALS**

FEDERAL LAW GIVES YOU THE RIGHT TO:

Form, join, or assist a union;
Choose a representative to bargain with us on your behalf;
Act together with other employees for your benefit and protection;
Choose not to engage in any of these protected activities.

WE WILL NOT do anything to prevent you from exercising the above rights.

**INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS, LOCAL I-60
(the Union)** is the employees' representative in dealing with us regarding wages, hours and other working conditions of the employees in the following unit (the unit):

All full time and regular part time EMT, EMT-I, Paramedics and Registered Nurses, excluding any on-call part-time employees, office clerical employees, guards, watchmen, and supervisors as defined in the Act.

WE WILL NOT, upon request, refuse to bargain in good faith with the Union as the exclusive collective-bargaining representative of employees in the unit.

WE WILL NOT bypass the Union and deal directly with employees in the unit concerning changes in unit employees' wages, hours and other terms and conditions of employment, including by soliciting employees to change their starting locations, shifts and/or schedules.

WE WILL NOT fail and refuse to provide the Union with requested information that is necessary for and relevant to its performance of its duties as the exclusive collective bargaining representative of the unit.

WE WILL NOT make changes to your wages, hours or other terms and conditions of employment without notifying the Union and affording the Union an

opportunity to bargain with us with respect to this conduct and/or the effects of this conduct, and, if such changes are inconsistent with our collective bargaining agreement with the Union, without the Union's consent.

WE WILL NOT close our facilities without first notifying the Union and affording the Union an opportunity to bargain over the effects of the closure.

WE WILL NOT prevent unit employees from staffing units which comprise the negotiated deployment plan.

WE WILL NOT in any like or related manner interfere with your rights under Section 7 of the Act.

WE WILL within 14 days from issuance of the Board's Order, provide the Union with the information that it requested on February 13, 2017, and March 4, 2017.

WE WILL, if requested by the Union, bargain collectively with the Union as the exclusive representative of the employees in the unit, with respect to any proposed changes to the wages, hours, and other terms and conditions of employment of employees in the unit and the effects of proposed changes on the wages, hours, and other terms and conditions of employment of employees in the unit.

WE WILL, upon request of the Union, immediately restore to our employees in the unit the terms they enjoyed in our collective bargaining agreement with the Union before we modified those terms, including by restoring all terms in the collective bargaining agreement related to posting plans, shift bidding and assignments, changes in work locations, and correspondence and notification to the Union of proposed changes to hours, wages or working conditions not otherwise addressed within the Management Rights in the collective bargaining agreement.

WE WILL, within 14 days from issuance of the Board's Order, make whole the employees who were assigned to Stations 132 and 134 prior to the closure of those stations by payment to them of a credit of twelve hours of paid time off.

SW GENERAL, INC. d/b/a AMERICAN MEDICAL RESPONSE

The Board's decision can be found at www.nlrb.gov/case/28-CA-192959 or by using the QR code below. Alternatively, you can obtain a copy of the decision from the Executive Secretary, National Labor Relations Board, 1015 Half St., S.E., Washington, D.C. 20570, or by calling (202) 273-1940.

